GOVERNMENT OF MADRAS. Secrt. II-28—10,006—30-6-53.

PW(1953) Department.

~~Endorsement~~
~~D.O.~~
~~Memorandum~~
~~Lodged~~

No. 42116 F/53-3

Dated 7-9-1953.

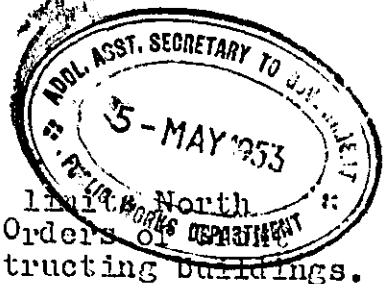
FURTHER PAPERS.

Department.	Number.	Series.	Date.

F

From
A. Mudie, Esq.,
State Port Officer,
P.B.No.13,
Madras-1.

To
The Secretary to Government,
Public Works Department,
Madras.



No.958 G1/53-4, dated 2-5-53.

Sir,

Sub:- Mangalore Port - Land within port limits North reclamation - Plots leased under Orders of Government and licences for purposes of constructing buildings.

Ref:- My letter to Government through the Board of Revenue, Madras No.958 G1/53-2, dated 17-4-53.

In continuation of my letter to Government cited, I forward herewith a copy of endt.No.409/53-5, dated 22-4-53 with its enclosure received from the Port Officer, Mangalore regarding sub-letting at a lucrative rent of a building built on Port land at the port of Mangalore contrary to the provisions of the lease.

2. The Port Officer, Mangalore is being asked to obtain the opinion of the Collector of South Kanara regarding cancellation of the lease deed.

Yours faithfully,

State Port Officer.

Encls.(2)

P.4.

(21)

30/9-5 Endt 42116 F|53-1 d 8.5.53 PW(F)

Copy forwarded to the Bd of Rev for remarks.

3/7.5.53 P.M. 7.5.53

To The Bd of Rev
(with copy of PP1-4 of)

Sd/ WS 8.5.53 12.5.53

Sd/ FJJ

Note The previous letter referred to at A on P1 overleaf (Sent through the Bd) has not been received from the Bd of Rev with its remarks.

3/7.5.53 P.M. 7.5.53

Sd/ FJJ

Letter from M/s. P. Narayan Vaijappa Bhandary & Sons, Bunder, Mangalore to the Port Officer, Mangalore dated 16th April 1953.

With reference to your notice 409/53-1, dated 17-2-53, we have to state that the building constructed by us on Portlands are being used by us for our business purposes.

Last year M/s. Laxmi Transport Co., who had an office in front of our buildings had to leave their premises suddenly and they could not get any place in Bunder to shift their office and they required to have their office in Bunder area for the convenience of the traders in Bunder. They approached us to give them a room temporarily to have their office and they promised to vacate immediately when they get suitable place in Bunder. In order to aid we accommodated them by giving a room as a temporary measure in the South Western Portion of our premises which forms part of the building erected by us on Port lands.

They were saying that they are still unable to obtain a place and promised to secure one soon & vacate the room as this is also required by us. Under the circumstances we had not applied for permission from your goodselves. M/s. Laxmi Transport Co. are paying us Rs.125/- per month towards rent. In case if your goodselves permit us to make them use the room we will allow them to remain and if not we will ask them to vacate immediately.

Endt.No.409/53-5.

Copy submitted to the State Port Officer, Madras.

2. This office Notice No.403/53-1, dated 17-2-1953, to which the above is a reply, is submitted herewith for favour of perusal. The portland in question, measuring 1870 sq.ft. was leased out to the party by the Collector for a period of 25 years from 15-1-1940. Ground rent has been collected by this office, up to 14-1-1954. The lease deed granted by the Collector, is submitted herewith for favour of perusal and kind return.

3. The lessee, Sri P. Narayana Vaijappa Bhandary, has violated condition 2 (6) of the lease deed; by subletting a portion of the building constructed by him to Messrs Laxmi Transport Co., on a lucrative rent of Rs.125/- per month or Rs.1500/- per annum.

4. In this connection, I invite a kind reference to the concluding paragraph of this office letter No.881/53-1, dated 23-3-1953 in reply to State Port Officer's endorsement No.958 G1/53-1, dated 17-3-1953; As the lease deed was executed by the Collector, the opinion of the Collector regarding the cancellation of the lease deed will be sought.

I request your approval in the matter.

L.H.Cornish,
Port Officer.

Port Office, Mangalore 1.
D. 22-4-53.

No.403/53-1.

NOTICE.

Mangalore Port - Land within Port limits - North Reclamation - Plots leased under Orders of Grant and licences for the purposes of constructing buildings - Certain particulars - called for.

Please

Please inform me whether you have sublet the buildings or portion thereof, constructed by you on Portland leased in your favour and if so please state whether you have obtained prior permission of this office for doing so.

In case the buildings or portions thereof have been sublet, please let me know the name or names of your tenants, the particulars of rent collected (whether monthly or yearly), the dates from and the periods for which sublet, and whether any agreement between you and the subleting for the occupation.

Please also let me know the purposes for which the buildings are being used by you, and if sublet, by your tenants.

The above information should cover the past periods also.

L.H. Cornish,
Port Officer.

P.O.Mangalore,
D. 17-2-53.
To Sri P. Narayana Vaijappa Bhandary, Bandar, Mangalore.

(True copy).

State Port Officer.

19/14-7

PWL(F)

Memo no 14047 F/53-5 dt 13-7-53

Sub. Port - Mangalore - North Reclamation area - Grant of Lease of Portland. Eviction under Encroachment Act. Stay orders.

Ref. From the Bd. of Rev. E. 1860/53-2 dt 6-6-53

2-3 cf

Cont. from no. H 2116 F/53-1 P.W. dt 8-5-53

26 cf

The attention of the Bd. of Rev is invited to the references cited and it is requested to expedite their submission of its remarks in the matter.

To The Bd of Rev.

KCL 11-7-53

KN 11-7-53

MPR 13-7-53

REVENUE DEPARTMENT
Subject.
***

LEASE - Land - (South Kanara) - Mangalore taluk - Casba Bazaar village - T.S.No.642/C - Grant of port land to Sri Srinivasa Nayak - Cancellation - Appeal against Board's Orders - Report - Submitted.

Ref: B.4979/53-5.

Station: Madras. Dated: 22-7-53.

Sri W.R.S.Sattianathan, I.C.S.,
Commr. of Land Revenue.
***

Sri C.S.Krishna Murthi, I.A.S.,
Secretary, Board of Revenue(L.R).
***

Read the following:-

Government Endorsement No.42116 F/53-1 d-8-5-53.
Board's Ref.B.4979/53-4 d-11-7-53.
Government Memorandum No.14047 F/53-5 Public Works Department, dated 13-7-53.

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REFERENCE:

The Board invites the attention of the Government to its reference cited, in which the Board's report has been submitted to the Government. In this connection, the Board submits that a report has been called for from the Collector with reference to Government Endorsement dated 8-5-53 and that the Collector's report is awaited. On receipt of the Collector's remarks, a further report will be submitted to the Government.

FOR SECRETARY.

To the Secy.to Govt., Public Works Department.
CS.23.7.

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3/8/53

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3/8/53

Revenue Department.

Subject:

Grant - land - within Mangalore Port limits - North Reclamation area - Plot measuring 1870 sq. ft. leased to Sri P. Narayana Vaijappa Bhandary - Vilolation of condition of grant - Report submitted.

Station : Madras Ref.B. 4979/53.6 Dated: 1-8-53.

Sri W.R.S. Sattianathan, I.C.S., Commissioner of Land Revenue.

Sri C.S. Krishna Moorthi, I.A.S., Secretary, Board of Revenue.

71131

Asst. Secretary to Government
4 AUG 953
Public Works Department

Read: Govt. Memo No. 22642/53-F dt. 14-3-53.
Govt. Endt. No. 42116 F/53.1 dt. 8-5-53.
Bd's Ref. B. 4979/53.4 dt. 11-7-53.
South Kanara Collector's Ref. B2. 14099/53 dt. 20-7-53.

***

Reference:

Submitted to the Government in continuation of the Board's reference cited.

For Secretary.

To

The Secretary to the Government, Public Works Dept., with enclosures.

SNS: 1/8.

p.t.o.

10

Copy of South Kanara Collector's Ref. B2. 14099/53 dt. 20-7-53:-

...

Sub: As on reverse.
Ref: Bd's Ref. B. 4979/53.1 dt. 3-6-53.

***

A plot measuring 1870 sq. ft. of North Reclamation area within Mangalore Port limits was leased out to Sri P. Narayana Vaijappa Bhandary for a period of 25 years commencing from 15.1.1940. In his letter No. 409/53.5 to the C.P.O, Madras, the Port Officer Mangalore, has reported that a portion of the plot has been sub let by the lessee to Messrs. Laxmi Transport Co., Mangalore on a lucrative rent of Rs. 125/- per month. The lessee has therefore violated condition 2(6) of the lease deed and the lease is liable to be terminated under condition 4(a) of the lease deed. Under the terms of the lease six calendar month's previous notice in writing of the intention to terminate the lease has to be given to the lessee and thereafter the plot can be re-entered upon. Action is being taken to issue the notice to the lessee.

2. A copy of the lease deed is enclosed for favour of Board's perusal.

(true copy)

Secretary.

SNS: 1/8.

This Indenture made the 27th day of May one thousand nine hundred and forty between HIS EXCELLENCY THE GOVERNOR OF MADRAS (Hereinafter referred to as 'The lessor' which expression where the context admits shall include his successors in office and assigns) of the one part and Sri P.Narayan Vaijappa Bhandary Merchant residing at Mangalore (hereinafter referred to as 'the lessee' which expression where the context admits shall include his heirs executors administrators and legal representatives) of the other part WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the lessee hereinafter contained the lessor doth hereby demise unto the lessee all that piece or parcel of land situate within the limits of the port of Mangalore in the province of Madras and being more particularly described in the schedule here-under written and delineated in the plan or sketch hereunto annexed for the purpose of constructing a warehouse TO HAVE AND TO HOLD the said piece or parcel of land for a period of twenty five years commencing from the 15th day of January 1940 subject to determination as is hereinafter provided yielding and paying therefor yearly in advance into the Government Treasury at Mangalore during the said period on or before the 15th day of January in each year the rent of Rs.114/- one hundred and fourteen calculated at Rs.6/- (Rupees six) per annum of part thereof per 100 square feet or part thereof the first of such payments having been made on the 4th day of March 1940.

2. The lessee covenants with the lessor as follows:-

(1)TO PAY the rent at the time and in the manner aforesaid:-

(2) TO PAY all existing and future taxes rates assessments and outgoings of every description for the time being payable either by lessor or by lessee in respect of or charged upon the demised premises. The cess amount payable by the lessee is Rs.13.6.0 thirteen and annas six per annum;

(3) NOT TO USE the demised premised expept for the purpose of erecting a warehouse conforming to correct designs drawn to scale and approved by the Presidency Port Officer) and using the same as such ware-house accordingly:

(4) TO KEEP the demised premises and any buildings or erections that may be erected thereon in a clean and sanitary conditon

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and in a good state of repair;

(5) TO PERMIT the lessor and/or his agents and servants with or without workmen or others at all reasonable times to enter upon the demised premises and the buildings and erections thereon to view the condition thereof and upon notice in that behalf given by the lessor or his agents to put the demised premises in a good state of repaur and/or sanitary condition in accordance with such notice;

(6) NOT TO ASSIGN or underlet or part with the possession of the demised premises or any part thereof;

(7) TO YIELD UP the demised premises on the determination of this tenancy by efflux of time or prior thereto in accordance with the provisions herein contained with all the buildings and/or erections thereon in a good state or repair and sanitary condition in accordance with the covenants herein contained.

3. The lessor hereby covenants with the lessee that except as hereinafter provided the lessee paying the rent hereby reserved and observing and performing the several covenants herein contained and on the lessee's part to be performed and observed may during the term hereby created peacefully and quietly hold and enjoy the demised premises without any interruption by the lessor or any person rightfully claiming under or in trust for the lessor.

4. PROVIDED ALWAYS and it is hereby expressly agreed and declared by and between the parties hereto as follows:-

(a) that in case the rent hereby reserved or any part thereof shall be in arrear or unpaid for the space of one calendar month next after becoming payable (whether the same shall have been formally demanded or not) ir if the lessee shall fail to neglect to observe or perform any of the covenants and agreements contained in these presents and on the part of the lessee to be observed and performed it shall be lawful for the lessor or any officer of the lessor authorised by the Provincial Govt. and although advantage may not have been taken of some previous default of the like nature to give

six calendar months previous notice in writing of the intention to terminate the lease and on the expiry of the period fixed in such notice the present demise and every clause or thing herein contained shall become null and void and thereafter it shall be lawful for the lessor or for any officer of the lessor duly authorised thereunto to re-enter into and upon the said premises or any part thereof in the name of the whole. In the event of the determination of the lease in accordance with this provision the lessee shall not be entitled to any compensation in respect thereof.

(b) That if and whenever the Provincial Government shall require the demised premises for a public purpose (the decision of the Presidency Port Officer Madras as to the same being final) it shall be lawful for the lessor or for any officer of the lessor authorised by the Provincial Government in this behalf to give six calendar months previous notice in writing of the intention ~~fixed in such notice the~~ to terminate the lease and on the expiry of the period fixed in such notice the present demise and every clause of thing herein contained shall become null and void. The lessee shall be entitled to compensation only for the masonry structures put on the demised premises by the lessee in accordance with the covenants herein contained. The amount of compensation payable to the lessee shall decision of the Presidency Port Officer Madras as to the final and binding on the lessee and shall not be open to question or objection.

(c) That if the lessee shall be desirous of taking a renewed lease of the premises hereby demised for a further term of twenty-five years from the expiration of the said term of twenty-five years from the expiration of the said term hereby granted and shall prior to the expiration of such last mentioned term give to the Presidency Port Officer Madras six calendar months previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the lessor will upon the request and at the expense of the lessee grant to the lessee a renewed lease of the said premises for the further term of twenty-five years at such rent as may then be fixed but otherwise upon the like terms and under and subject to the like covenants and agreements as are contained in these presents other than this present covenant for renewal and the provision for compensation for masonry structures contained in sub-clause (b) of clause

4 above.

IN WITNESS whereof Sri Rao Bahadur V.Ponnuswami Pillai, The Collector of South Kanara, acting for and on behalf of and under the order and direction of HIS EXCELLENCY THE GOVERNOR OFMADRAS and Sri P.Narayana Vaijappa Bhandary, the lessee, have hereunto set their hands and seals the day and year first above written.

The schedule above referred to.

All that piece or parcel of land in the Manglore Port North Reclamation Area, plot D in the sketch measuring 68' of x 27'28' or 1870Sqq.ft. in extent, being a portion of T.S.No. 642 of Casba Bazaar village, in No. 9 Bunder Ward, Mangalore, Town, and bounded on the NORTH - by Mangalore Port Reclamation land, plot G, leased to Moreor Venkatramana Pai,

EAST - By T.S.No. 441 of Casba Bazaar village, belonging to the lessee,

SOUTH - by Mangalore Port Reclamation land, plot, C and on the

WEST - by Mangalore Port Reclamation land, T.S.No. 642 of Casba village.

Signed sealed and delivered by the above named Sri Rao Bahadur V.Ponnuswami Pillai, the Collector of South Kanara, in the presence of :

(Sd) xxx xxx
Collector.

K.P. Kenhikannan, clerk, collector's office Mangalore d/ 27.5.1940
T.S.Narayanan, clerk, collector's office Mangalore d/ 27.5.1940.

Signed sealed and delivered by the above named Sri P. Narayana Vaijappa Bhandary in the presence of:

K.P. Kenhikannan clerk,
collector's office Mangalore d/ 27.5.1940
T.S. Narayanan, clerk, collector's
office Mangalore d/ 27.5.1940. =

PW(F)

MEMO NO. 42116 F/53-3 DATED 7-9-53

Sub: Ports - Mangalore - North Reclamation area-plot granted to Sri P.Narayana, Vaijappa Bhandary - violation of conditions of grant.

Ref: From the S.P.O.No.958 G1/53-4 dated 2-5-53.
From the Board of Revenue, B.4979/53-6 dated 1-8-53.

-O-

A copy of the reference from the Board of Revenue cited is communicated to the S.P.O. for information.

To the S.P.O. with copy of pp.9-10 c.f.

Copy to: Board of Revenue.

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PW(F)

42116F/53

Sub: Ports - Mangalore - North Reclamation area - plot granted to Sri P. Narayana, Valjappa Bhandary - Violation of conditions of grant.

pp 1-4 CF
pp 9-10 CF

Ref: From the S.P.O.No.958 G1/53-4 dated 2-5-53.
From the Board of Revenue, B.4979/53-6 dated 1-8-1953.

-:-

A plot of land measuring 1870 sq. ft. of North Reclamation area within Mangalore Port limits was leased out to Sri P. Narayana Vaijappa Bhandary for a period of 25 years commencing from 15-1-1940. In his letter No.409/53.5 to the S.P.O., Madras, the Port Officer, Mangalore has reported that a portion of the plot has been sub let by the lessee to Messrs. Lakmi Transport Co., Mangalore on a lucrative rent of Rs.125/- per month. The lessee has therefore violated condition 2(6) of the lease deed and the lease is liable to be terminated under condition 4(a) of the lease deed. Under the terms of the lease six calendar month's previous notice in writing of the intention to terminate the lease has to be given to the lessee and thereafter the plot can be re-entered upon. The Collector of S.Kanara has reported that action is being taken to issue the notice to the lessee.

2. In the circumstances as necessary action is being taken by the Collector in the matter, no other action is called for here at present. A copy of Board's reference with the Collector's report at pp.9-10 c.f. may be communicated to the S.P.O. with reference to his letter at p1 CF.
Draft submitted.

3 Rev may see before issue

27/8/53

30.8.53

Rev

PWD misc No.
42116F/53-2
1-9-53

2.

Revenue Dept.

7 Do H.D

The note on p. 1 ante may be perused and the file returned to P.W.

3.9.53

3.9.53

4/9/53

P W

Rev. No. 13-69/W/53-1 dt. 4.9.53

8/9/53

ADDL. ASST. SEC... GOVT. OF ... PUBLIC WORKS ... DEPARTMENT